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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SHUNDREA HARDY, individually and  
on behalf of others similarly situated,

Plaintiff,

v.

AIRPORT MANAGEMENT  
SERVICES, LLC, and DOES 1-10,  
inclusive,

Defendants.

Case No.: 2:24-cv-03945 FLA (PDx)

[Assigned to Hon. Fernando L. Aenlle-  
Rocha]

**STIPULATED PROTECTIVE ORDER  
(PD VERSION)**

☐ Check if submitted without material  
modifications to PD form

Complaint Filed: April 2, 2024

Trial Date: None Set

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1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 GOOD CAUSE STATEMENT

This wage-and-hour action may involve disclosure of non-public information concerning Plaintiff Shundrea Hardy (“Plaintiff”), those she seeks to represent, or other non-parties that is personal in nature and/or protected by the right of privacy;

Discovery in this matter may also involve disclosure of non-public, confidential, proprietary, commercially sensitive, and/or trade secret information of Defendant Airport Management Services, LLC (“Defendant”). Disclosure of this information to persons who are not entitled to it carries the danger of compromising the competitive business interests of Defendant, and also risks the invasion of legitimate personal privacy interests of Plaintiff, employees of Defendant, and other non-parties;

1 Defendant anticipates it may need to produce material concerning personal  
2 information about certain of its employees and/or material that contains proprietary  
3 information concerning its business practices and procedures that may be of value  
4 to a competitor or may cause harm to its legitimate business interests in the  
5 marketplace;

6 Accordingly, to expedite the flow of information, to facilitate the prompt  
7 resolution of disputes over confidentiality of discovery materials, to adequately  
8 protect information the parties are entitled to keep confidential, to ensure that the  
9 parties are permitted reasonably necessary uses of such material in preparation for  
10 and in the conduct of trial, to address their handling at the end of the litigation, and  
11 serve the ends of justice, a protective order for such information is justified in this  
12 matter. It is the intent of the parties that information will not be designated as  
13 confidential for tactical reasons and that nothing will be so designated without a  
14 good faith belief that it has been maintained in a confidential, non-public manner,  
15 and there is good cause why it should not be part of the public record of this case.

16 2. DEFINITIONS

17 2.1 Action: this pending federal lawsuit, captioned as Shundrea Hardy v.  
18 Airport Management Services, LLC, *et al.*, U.S. District Court, Central District of  
19 California, Case No. 2:24-cv-03945 FLA (PDx).

20 2.2 Challenging Party: a Party or Non-Party that challenges the  
21 designation of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
23 how it is generated, stored or maintained) or tangible things that qualify for  
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
25 the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
27 their support staff).

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, court reporting,

preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial will be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order will remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition will be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

### 5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that

1 qualifies under the appropriate standards. The Designating Party must designate  
2 for protection only those parts of material, documents, items, or oral or written  
3 communications that qualify so that other portions of the material, documents,  
4 items, or communications for which protection is not warranted are not swept  
5 unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited.  
7 Designations that are shown to be clearly unjustified or that have been made for an  
8 improper purpose (e.g., to unnecessarily encumber the case development process  
9 or to impose unnecessary expenses and burdens on other parties) may expose the  
10 Designating Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it  
12 designated for protection do not qualify for protection, that Designating Party must  
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in  
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
17 under this Order must be clearly so designated before the material is disclosed or  
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic  
21 documents, but excluding transcripts of depositions or other pretrial or trial  
22 proceedings), that the Producing Party affix at a minimum, the legend  
23 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
24 contains protected material. If only a portion or portions of the material on a page  
25 qualifies for protection, the Producing Party also must clearly identify the  
26 protected portion(s) (e.g., by making appropriate markings in the margins).

1 A Party or Non-Party that makes original documents available for inspection  
2 need not designate them for protection until after the inspecting Party has indicated  
3 which documents it would like copied and produced. During the inspection and  
4 before the designation, all of the material made available for inspection will be  
5 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
6 documents it wants copied and produced, the Producing Party must determine  
7 which documents, or portions thereof, qualify for protection under this Order.  
8 Then, before producing the specified documents, the Producing Party must affix  
9 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
10 only a portion or portions of the material on a page qualifies for protection, the  
11 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
12 appropriate markings in the margins).

13 (b) for testimony given in depositions that the Designating Party identify  
14 the Disclosure or Discovery Material on the record, before the close of the  
15 deposition all protected testimony; or the Designating Party may identify more  
16 specific portions of the testimony to which protection is sought within 30 days  
17 following receipt of the deposition transcript.

18 (c) for information produced in some form other than documentary or for  
19 documents produced in an electronic format incapable of being individually  
20 labeled, and for any other tangible items, including, without limitation, compact  
21 discs, thumb drives, or DVDs, the Producing Party must affix in a prominent place  
22 on the exterior of the container or containers in which the information or item is  
23 stored the legend “CONFIDENTIAL” or must otherwise clearly designate in  
24 writing that the documents or other materials are being designated as Confidential  
25 if affixing a label is not otherwise possible. If only a portion or portions of the  
26 information warrants protection, the Producing Party, to the extent practicable, will  
27 identify the protected portion(s).



5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties will continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL  
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a  
4 location and in a secure manner that ensures that access is limited to the persons  
5 authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating Party, a  
8 Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
11 well as employees of said Outside Counsel of Record to whom it is reasonably  
12 necessary to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of  
14 the Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom  
16 disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the Court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional  
21 Vendors to whom disclosure is reasonably necessary for this Action and who have  
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a  
24 custodian or other person who otherwise possessed or knew the information  
25 through proper means;

26 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
27 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
28

1 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
2 they will not be permitted to keep any confidential information unless they sign the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
4 agreed by the Designating Party or ordered by the court. Pages of transcribed  
5 deposition testimony or exhibits to depositions that reveal Protected Material may  
6 be separately bound by the court reporter and may not be disclosed to anyone  
7 except as permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel,  
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
11 IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation  
13 that compels disclosure of any information or items designated in this Action as  
14 “CONFIDENTIAL,” that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification  
16 will include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or order  
18 to issue in the other litigation that some or all of the material covered by the  
19 subpoena or order is subject to this Protective Order. Such notification will  
20 include a copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be  
22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served  
24 with the subpoena or court order will not produce any information designated in  
25 this action as “CONFIDENTIAL” before a determination by the court from which  
26 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
27 permission. The Designating Party will bear the burden and expense of seeking  
28

1 protection in that court of its confidential material and nothing in these provisions  
2 should be construed as authorizing or encouraging a Receiving Party in this Action  
3 to disobey a lawful directive from another court.

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
5 PRODUCED IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a  
7 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
8 produced by Non-Parties in connection with this litigation is protected by the  
9 remedies and relief provided by this Order. Nothing in these provisions should be  
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to  
12 produce a Non-Party's confidential information in its possession, and the Party is  
13 subject to an agreement with the Non-Party not to produce the Non-Party's  
14 confidential information, then the Party will:

15 (1) promptly notify in writing the Requesting Party and the Non-  
16 Party that some or all of the information requested is subject to a confidentiality  
17 agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated  
19 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
20 specific description of the information requested; and

21 (3) make the information requested available for inspection by the  
22 Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within  
24 14 days of receiving the notice and accompanying information, the Receiving  
25 Party may produce the Non-Party's confidential information responsive to the  
26 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
27 Party will not produce any information in its possession or control that is subject to

the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party will bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or

1 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
2 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
3 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
4 and trial exhibits, expert reports, attorney work product, and consultant and expert  
5 work product, even if such materials contain Protected Material. Any such  
6 archival copies that contain or constitute Protected Material remain subject to this  
7 Protective Order as set forth in Section 4 (DURATION).

8 14. Any willful violation of this Order may be punished by civil or criminal  
9 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
10 authorities, or other appropriate action at the discretion of the Court.

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12 DATED: April 1, 2025

HUNTON ANDREWS KURTH LLP

13  
14 By: /s/ D. Andrew Quigley  
15 Emily Burkhardt Vicente  
16 D. Andrew Quigley  
Veronica A. Torrejon

17 Attorneys for Defendant  
18 AIRPORT MANAGEMENT  
19 SERVICES, LLC

20 DATED: April 1, 2025

MAYALL HURLEY P.C.

21  
22 By: /s/ Nicholas F. Scardigli  
23 William J. Gorham III  
24 Nicholas F. Scardigli  
Robert J. Wassermann

25 Attorneys for Plaintiff  
26 SHUNDREA HARDY and the  
27 Putative Class

**Attestation**

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

By: /s/ D. Andrew Quigley  
D. Andrew Quigley

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: April 3, 2025



HON. PATRICIA DONAHUE  
United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
[full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Shundrea Hardy v. Airport Management Services, LLC*, Case No. 2:24-cv-03945 FLA (PDx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_